

EXHIBIT 9



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February 3, 2017

Valerie J. Schmidt
Contract Partner
(212) 261-8407
Valerie.Schmidt@mendes.com

VIA E-MAIL

Michael Lichtenstein, Esq.
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
12505 Park Potomac Ave
Potomac, MD 20854

Re: Axis Surplus Insurance Company and Endurance American Specialty
Insurance Company
Lawyers Professional Liability Insurance
Policy No.: EBN 782641/01/2016
Policy Period: August 22, 2016 to August 22, 2017
Insured: Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
Potential Claimant: U.S. Department of Justice
Our File: TBD

Dear Mr. Lichtenstein,

This will acknowledge receipt of your firm's January 31, 2017 email, which placed Insurers on notice of the captioned potential claim. This will also follow up on our February 2, 2017 telephone conversation with you and Patricia Ramsay of your office. We appreciate the information you have provided and ask that you please keep us apprised of any material developments as they occur. In particular, we would appreciate it if you would keep us apprised of your firm's efforts in responding to the U.S. Department of Justice's ("DOJ") subpoena and any further dialogue your firm may have with the DOJ.

As discussed in our February 2, 2017 telephone conversation, your firm's Policy with Underwriters provides coverage as follows:

SECTION I. INSURING AGREEMENT

A. Insuring Clause

The Company will pay on behalf of the Insureds all Loss, in excess of the applicable Retention, resulting from Claims for Wrongful Acts committed before the expiration of the Policy Period that are first made against any Insured during the Policy Period or the Extended Reporting Period, if exercised.

In addition, Claim is defined as follows:

B. Claim means:

1. any of the following:

- a. a written demand against any Insured for monetary or non-monetary relief;

- b. a civil proceeding against any Insured commenced by the service of a complaint or similar pleading;
- c. a written demand for arbitration or mediation;
- d. a formal civil administrative or civil regulatory proceeding against any Insured, including, but not limited to, a Disciplinary Proceeding, commenced by the filing of a notice or charges or similar document or by the entry of a formal order of investigation or similar document;

Wrongful Act is defined as follows:

P. Wrongful Act means any actual or alleged:

- 1. act, error or omission;
- 2. breach of contract for Professional Services;
- 3. breach of fiduciary duty; or
- 4. Personal Injury;

committed or attempted, or allegedly committed or attempted, solely in the performance of or failure to perform Professional Services by any Insured or by any other person or entity for whose actions the Insured is legally responsible.

Based on the information to date, no Claim for Wrongful Acts has been made by the DOJ at this time as required to trigger a defense under the Policy pursuant to the above-quoted Insuring Agreement. Accordingly, Underwriters will treat this matter as a notice of circumstance. Please contact us immediately if a Claim is made or if it appears likely a Claim will be made which would relate to this notification.

Should you have any questions or comments, please do not hesitate to contact the undersigned. As we await your further advice, we trust that you appreciate that our actions and inquiries are without prejudice to any rights or defenses specifically reserved or otherwise generally available to our clients, Axis Surplus Insurance Company and Endurance American Specialty Insurance Company.

Very truly yours,

MENDES & MOUNT, LLP

By:



Valerie J. Schmidt

cc: Patricia Ramsay